

CONTRACT DATA SHEET

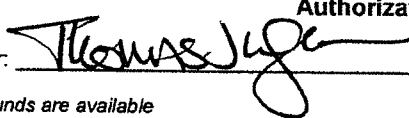

PSC Type (check one): New Addendum Sole Source: Yes No

Contractor Information	
1. Legal Name of Contractor:	<u>BLACKBAUD INC</u>
2. Address:	<u>2000 DANIEL ISLAND DRIVE</u>
3. City, State, & Zip:	<u>CHARLESTON, SC 29492-7541</u>
4. Contact Person Name & Telephone Number:	<u>JOHN MCGUIRE 843-654-3212</u>
5. LeAP Supplier #:	<u>3513</u>
6. Revenue Commission Taxpayer ID#:	_____
7. Federal Tax ID # (SSN if sole proprietor):	<u>[REDACTED]</u>

Department Information	
8. Requesting Department:	<u>LOUISVILLE ZOO</u>
9. Contact Person Name & Telephone:	<u>TROY TORSTRICK 502-238-5612/TOM KAFLERLE 502-238-5308</u>

Contract Information	
10. Not to exceed amount:	<u>\$ 40,000</u>
11. Are expenses reimbursed?	<u>NO</u>
12. If yes list allowable expenses and maximum amount reimbursable:	<u>NA</u>
13. Beginning and ending date of the contract:	<u>07/01/2014-06/30/2015</u>
14. Coding:	<u>1101 - 735 - 1723 - 172339 - 522431</u>
15. Funding Source	<u>20% GENERAL FUNDS 80% AGENCY RECEIPTS</u> Federal Funds yes no
16. Scope & Purpose of the contract:	<u>SOFTWARE LICENSING</u>

Attach all justification documentation to this form, along with signed Written Findings Form.

Authorizations	
Department Director:	<u></u> Date: <u>25.7.2014</u>
Department certifies:	
_____ Funds are available	
_____ Contractor is registered and in good standing with the Revenue Commission	
_____ Human Relations Commission registration requirements have been met	
_____ Contractor's status regarding Federal Debarment has been verified per Metro Procurement Policy Section VII – Federally Funded Contracts & Agreements	
_____ Purchasing: Approval of Sole Source Designation	Date: _____
_____ Risk Management: Certifies Insurance requirements satisfied.	Date: _____
<u></u> County Attorney:	Date: _____
The County Attorney has written the attached Professional Service Contract or Sole Source Contract and has approved that document as to the legality of the instrument itself only and as to its form.	

CONTRACT DATA SHEET

PSC Type (check one): New Addendum Sole Source: Yes No

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16. Scope & Purpose of the contract:	<u>SOFTWARE LICENSING</u>

Attach all justification documentation to this form, along with signed Written Findings Form.

Authorizations	
Department Director:	<u>Thomas Juge</u> Date: <u>25.7.2014</u>
Department certifies:	
_____ Funds are available	
_____ Contractor is registered and in good standing with the Revenue Commission	
_____ Human Relations Commission registration requirements have been met	
_____ Contractor's status regarding Federal Debarment has been verified per Metro Procurement Policy Section VII – Federally Funded Contracts & Agreements	
<u>MS</u> Purchasing: Approval of Sole Source Designation	Date: <u>8/5/14</u>
_____ Risk Management: Certifies Insurance requirements satisfied.	Date: _____
_____ County Attorney:	Date: _____
The County Attorney has written the attached Professional Service Contract or Sole Source Contract and has approved that document as to the legality of the instrument itself only and as to its form.	

WRITTEN FINDINGS

EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

X _____ C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

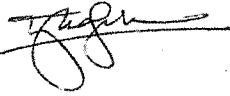
Thomas Jefferson 25-7-2014
Requesting Department Director Date

**Mayor Date
**Signature is required only for Written Finding A

Marian Salmon 8/5/14
OMB/Purchasing Approval Date



Memorandum

To: Purchasing
From: Tom Kaferle 
CC: Juan Moran
Date: 8/1/2014
Re: Blackbaud Sole Source Justification

The Zoo is requesting a sole source contract with Blackbaud, Inc. This company provides software used by the Zoo Foundation for Development and Sponsorship with a financial component used by OMB. We manage donor relationships, donations, sponsorship revenue with this software. It has been in use by the Zoo since the early 1990's.



Renewal Invoice

Ship-To-Party

Louisville Zoological Garden
1100 Trevilian Way
Louisville KY 40213

Invoice Date	Invoice Number	Customer Number
06/01/2014	90723615	1000041272
Amount Due (USD)		\$16,863.71

Bill-To-Party

Mollie Duff
Louisville Zoological Garden
1100 Trevilian Way
Louisville KY 40213

To ensure proper credit, please include INVOICE NO. 90723615 and CUSTOMER NO. 1000041272 on your check.

Site ID	PO Number	Sales Order	ATP Number	Payment Terms	Due Date
9994		40227840		Net due in 30 days	07/01/2014

Description	Quantity	Total Cost
Renewal: Fundraising Solutions		9,811.49
Maintenance Plan: Adv Professional07/01/2014 - 06/30/2015		
Invoice Period: 07/01/2014 - 06/30/2015		
RE:Volunteer 7 for Volunteer Management	1 EA	756.07
Postal Saver	1 EA	742.84
RE:Queue 7 for Task Scheduling	1 EA	338.34
The Raiser's Edge-Version 7	1 EA	6,439.62
RE:Member 7 for Membership Management	1 EA	1,025.76
RE:Tribute 7 for Honor/Memorial Tracking	1 EA	508.86
Renewal: Online Fundraising Solutions		3,622.50
Maintenance Plan: Adv Professional07/01/2014 - 06/30/2015		
Invoice Period: 07/01/2014 - 06/30/2015		
Additional Merchant ID #	1 EA	1,449.00
RE7:NetDonors for Online Fundraising	1 EA	2,173.50
RE:NetMail for Online Fundraising	1 EA	0.00
Renewal: Fund Accounting Solutions		2,768.22
Maintenance Plan: Adv Professional07/01/2014 - 06/30/2015		
Invoice Period: 07/01/2014 - 06/30/2015		

Please remit payment to:

Blackbaud
PO Box 930256
Atlanta, GA 31193-0256

Subtotal	
Taxes	
Shipping	
Invoice Total (USD)	<i>Cont'd on next page</i>

For billing inquiries please call 1-800-468-8996 choose option 4 or Accounts.Receivable@Blackbaud.com

To ensure proper credit, please include INVOICE NO. 90723615 and CUSTOMER NO. 1000041272 on your check.

Payment of this invoice indicates your willingness to be bound by the Standard Blackbaud Terms and Conditions available on <http://maintenance.blackbaud.com>. A copy can be provided upon request.

Thank you for your prompt payment!



Renewal Invoice

Ship-To-Party

Louisville Zoological Garden
 1100 Trevilian Way
 Louisville KY 40213

Invoice Date	Invoice Number	Customer Number
06/01/2014	90723615	1000041272
Amount Due (USD)		\$16,863.71

Bill-To-Party

Mollie Duff
 Louisville Zoological Garden
 1100 Trevilian Way
 Louisville KY 40213

To ensure proper credit, please include INVOICE NO. 90723615 and CUSTOMER NO. 1000041272 on your check.

Site ID	PO Number	Sales Order	ATP Number	Payment Terms	Due Date
9994		40227840		Net due in 30 days	07/01/2014

Description	Quantity	Total Cost
General Ledger 7	1 EA	1,073.46
General Ledger 7 Project/Grant/Endowment	1 EA	592.26
FE eLearning Library Subscription	1 EA	1,102.50
Renewal: Payment Solutions		661.50
Maintenance Plan: Adv Professional07/01/2014 - 06/30/2015		
Invoice Period: 07/01/2014 - 06/30/2015		
NetSolution PayPal Annual Subscription	1 EA	661.50

Please remit payment to: Blackbaud PO Box 930256 Atlanta, GA 31193-0256	Subtotal	\$16,863.71
	Taxes	\$0.00
	Shipping	\$0.00
	Invoice Total (USD)	\$16,863.71

For billing inquiries please call 1-800-468-8996 choose option 4 or Accounts.Receivable@Blackbaud.com

To ensure proper credit, please include INVOICE NO. 90723615 and CUSTOMER NO. 1000041272 on your check.

Payment of this invoice indicates your willingness to be bound by the Standard Blackbaud Terms and Conditions available on <http://maintenance.blackbaud.com>. A copy can be provided upon request.

Thank you for your prompt payment!



Renewal Invoice

Ship-To-Party

Louisville Zoological Garden
 1100 Trevilian Way
 Louisville KY 40213

Invoice Date	Invoice Number	Customer Number
07/08/2014	90741629	1000041272
Amount Due (USD)		\$367.50

Bill-To-Party

Mollie Duff
 Louisville Zoological Garden
 1100 Trevilian Way
 Louisville KY 40213

To ensure proper credit, please include INVOICE NO. 90741629 and CUSTOMER NO. 1000041272 on your check.

Site ID	PO Number	Sales Order	ATP Number	Payment Terms	Due Date
9994		40231164	518106	Net due in 30 days	08/07/2014

Description	Quantity	Total Cost
Renewal: Online Fundraising Solutions		367.50
Maintenance Plan: Adv Professional08/07/2014 - 08/06/2015		
Invoice Period: 08/07/2014 - 08/06/2015		
Learn: Friends Asking Friends Package	1 EA	367.50

Please remit payment to:

Blackbaud
 PO Box 930256
 Atlanta, GA 31193-0256

Subtotal	\$367.50
Taxes	\$0.00
Shipping	\$0.00
Invoice Total (USD)	\$367.50

For billing inquiries please call 1-800-468-8996 choose option 4 or Accounts.Receivable@Blackbaud.com

To ensure proper credit, please include INVOICE NO. 90741629 and CUSTOMER NO. 1000041272 on your check.

Payment of this invoice indicates your willingness to be bound by the Standard Blackbaud Terms and Conditions available on <http://maintenance.blackbaud.com>. A copy can be provided upon request.

Thank you for your prompt payment!

MSSA Addendum

The Agreement between Louisville Zoological Gardens and Blackbaud, Inc. is hereby modified as follows:

- Section 3.c. Expenses.** Shall be revised to include, "Provided that Blackbaud shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of the Contract. Client will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. Client reserves the right to reduce or disallow expenses considered excessive or unnecessary under this Contract"
- Section 5.a.iii. Termination and Renewals of Maintenance.** Shall be deleted in its entirety and modified to "Following the initial term set forth on the ATP, Maintenance associated with this ATP shall not automatically renew. . Client may cancel Maintenance at any time after the initial term by providing written notice of termination to Blackbaud at least forty-five (45) days in advance of expiration. Renewal fees for Maintenance are subject to an annual adjustment defined at the annual invoice period. No credit or refunds will be given for partial Maintenance periods. Cancellations indicated during the initial term will become effective as of the final day of the then-current term. Reinstatement of lapsed Maintenance requires full payment of fees that would have been due from the expiration of the last active term period through the reinstatement date."
- Section 5.b.ii. Termination and Renewal.** Shall be deleted in its entirety and modified to "Following the initial term set forth on the ATP, Subscriptions associated with this ATP shall not automatically renew. Client may cancel Subscriptions at any time after the initial term by providing written notice of termination to Blackbaud at least forty-five (45) days in advance of expiration; Renewal fees for Subscriptions are subject to an annual adjustment defined at the annual invoice period. No credit or refunds will be given for partial Subscription periods. Cancellations indicated during the initial term will become effective as of the final day of the then-current term. Reinstatement of lapsed Subscriptions requires full payment of fees that would have been due from the expiration of the last active term period through the reinstatement date."
- Section 10 – Limitation of Liability –** Shall be revised as follows, "EXCEPT FOR THE INDEMNIFICATION PROVIDED IN ARTICLE 8, BLACKBAUD'S MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT OR CONTRACT, SHALL BE LIMITED TO ONE HUNDRED THOUSAND (100,000) DOLLARS. IN NO EVENT SHALL BLACKBAUD BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFITS, HOWEVER ARISING, EVEN IF BLACKBAUD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN."
- Section 15. Dispute Resolution** shall be modified as follows, "Disputes and claims between the parties arising out of this Agreement will be first submitted to senior management of both parties for amicable resolution. If the parties cannot settle the matter within a reasonable period of time, the dispute or claim shall be submitted to and resolved exclusively by arbitration conducted in accordance with American Arbitration Association rules. One arbitrator appointed under such rules shall conduct arbitration. Arbitration shall be in a mutually agreed location. Any decision in arbitration shall be final and binding upon the Parties. Judgment may be entered thereon in any court of competent

MSSA Addendum - ATP

jurisdiction. Notwithstanding the above, Blackbaud may sue in any court for infringement of its proprietary or intellectual property rights or to seek any injunctive relief. This Agreement shall be governed by the laws of the State of New York, excluding choice of law principles. Client and Blackbaud expressly waive any right to a trial by jury in any proceeding arising under or related to this Agreement."

6. **Records - Audits.** Blackbaud shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Blackbaud's costs which are chargeable to the Client under this Agreement; and upon thirty (30) days written notice, no more than once per year the Client shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Blackbaud shall include (without limitation): (a) payroll records accounting for total time distribution of Blackbaud's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Blackbaud's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.
7. **Termination for Non Appropriation.** If funds are not appropriated or are otherwise not made available for continued performance for any fiscal period of this Agreement succeeding the first fiscal period, this Agreement shall be terminated automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this shall not affect either Parties' rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder shall be to discharge Blackbaud and the Client from future performance of the Agreement, but not from their rights and obligations existing at the time of termination. Blackbaud shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Agreement. The Client shall notify Blackbaud as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period beyond the first.
8. **Insurance Requirements.** Blackbaud shall at all times during the Term of this Agreement maintain in effect the following insurance: (i) workers' compensation and employers liability insurance as required by law; (ii) commercial general liability insurance with a general aggregate liability limit of not less than \$2,000,000, products and completed work coverage of not less than \$1,000,000, each event limit of not less than \$1,000,000, fire damage limit of not less than \$250,000 and medical expenses limit of not less than \$10,000, together with umbrella excess liability insurance with a general total liability limit of not less than \$3,000,000, each event limit of not less than \$3,000,000 and a deductible amount not to exceed \$10,000 per event not covered by basic insurance; (iii) errors and omissions liability insurance (including coverage for network security and privacy liability) with a liability limit of not less than \$1,000,000 and an each wrongful act limit of not less than \$1,000,000; (iv) comprehensive automobile liability insurance covering hired and non-owned vehicles with a combined single limit of not less than \$1,000,000 (v) crime insurance in an amount of not less than \$500,000; (vi) property insurance of not less than \$1,000,000. Upon written request, Blackbaud will provide Client with certificates of insurance for coverage listed above.
9. **Indemnification.**
 - a. **Patent and Copyright Indemnity.** Blackbaud shall indemnify and defend Client against any third party claims that the Blackbaud Products as delivered or made available to Client infringe any United States or Canadian patent, trademark or copyright owned by such third party. Blackbaud shall, in its reasonable judgment and at its option and expense: (i) obtain for Client the right to continue using the affected Blackbaud Product; (ii) replace or modify the Blackbaud Product so that it becomes non-infringing while giving equivalent performance; or (iii) If Blackbaud cannot obtain the remedies in (i) or (ii), as its sole obligation, terminate (x) the License for the infringing Software, (y) the access to the infringing Subscription or (z) the Infringing Services, and refund any pre-paid Subscription or Maintenance fees related to such Blackbaud Product. Blackbaud shall have no liability to indemnify and defend Client to the extent (i) the alleged infringement is based on infringing information, data, software, applications, services, or programs created or furnished by or on behalf of Client (ii) the alleged infringement is the result of a modification made by anyone other than Blackbaud; or (iii) Client uses the Blackbaud Product other than in accordance with this

MSSA Addendum - ATP

- Agreement, any Documentation or any delivered documentation under an SOW(s). This Section states the entire liability of Blackbaud with respect to any type of third party infringement claim.
- b. **Client Indemnity.** Client shall indemnify and defend Blackbaud from and against any third party claim arising out of Client's breach (actual or alleged) of the AUP.
 - c. **Mutual Indemnity.** To the extent permitted by law, each Party shall indemnify and defend the other Party against any third party claims arising from the indemnifying Party's gross negligence or willful misconduct.
10. **Reporting of Income.** The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Client to report all amounts in excess of \$800.00 paid to non-corporate contractors. Blackbaud agrees to furnish the Client with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Blackbaud further agrees to provide such other information to the Client as may be required by the IRS or the State Department of Revenue.
11. **Authority.** Blackbaud, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.
12. **Conflict of Interest.**
Pursuant to KRS 45A.455:
- (1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:
 - a. He, or any member of his immediate family has a financial interest therein; or
 - b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
 - c. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
 - (2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.
 - (3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
 - (4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
 - (5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.
13. **Occupational Health and Safety.** Blackbaud agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. Blackbaud also agrees to notify the Client in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Blackbaud performs work under this Agreement.
14. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, and further provided that Blackbaud may sell all, or substantially all, of its

MSSA Addendum - ATP

assets or stock, or merge with or into another entity, without any consent.

16. **Severability.** If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

17. **Counterparts.** This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

18. **Calculation of Time.** Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Blackbaud is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

19. **Captions.** The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

20. **VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS.** The Contractor shall reveal any final determination of a violation by the Contractor or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor. The Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of the contract.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their respective authorized representatives.

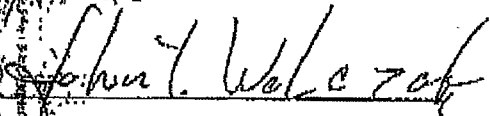
Louisville Zoological Gardens

Blackbaud, Inc.



Authorized Signature


BLACKBAUD, INC. AUTHORIZED SIGNATURE



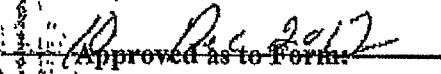
Print Name and Title

Jon W. Olson

PRINT NAME

Vice President & General Counsel

TITLE

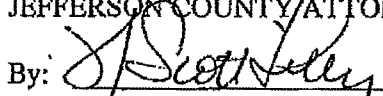

Approved as to Form: _____

Date

12/12/2012

DATE

MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

By: 

Master Services and Software Agreement

This Master Services and Software Agreement ("**Agreement**"), effective as of the Effective Date specified on the ATP, is made by and between Blackbaud, Inc., a Delaware corporation having a place of business at 2000 Daniel Island Drive, Charleston SC 29492, and Client. "**Blackbaud**" means Blackbaud, Inc. and its affiliates and subsidiaries. "**Client**" means the client set forth on the ATP (defined below). "**Party**" means Blackbaud or Client. "**Parties**" means Blackbaud and Client collectively.

The Parties agree as follows:

1. Definitions

Defined terms shall have the meaning set forth in this Agreement.

2. Ordering Procedure.

Blackbaud will furnish to Client and Client will pay for the Blackbaud software ("**Software**"), subscription(s) ("**Subscription**") and services ("**Services**") detailed in the applicable agreement to purchase ("**ATP**"). This Agreement, ATP(s), schedules, attachments, and/or scopes of work (individually, a "**SOW**" and collectively, "**SOWs**") constitute the complete and entire Agreement, and supersede all prior or contemporaneous oral or written agreements concerning such subject matter. In the event of any conflict among the terms of this Agreement, an ATP or a SOW, the following order of precedence shall apply: (1) ATP; (2) Agreement; (3) SOW.

3. Fees, Expenses, & Payment.

- a. **Fees.** Fees are described in the applicable ATP and the applicable corresponding SOW.
- b. **Freight, Duties and Taxes.** The charges set out in any applicable ATP and any applicable corresponding SOW are exclusive of all freight charges, duties and taxes now in force or enacted in the future and imposed upon the provision of goods and services ("**Taxes**"). Client will be responsible for all Taxes, except for those based on Blackbaud's net income, capital gains taxes, or employee withholdings.
- c. **Expenses.** For all Services Client shall: (i) pay Blackbaud in accordance with the payment schedule and rates set out in the applicable ATP; and (ii) reimburse Blackbaud for all reasonable and necessary travel and living expenses Blackbaud incurs performing such Services.
- d. **Invoices.** Services, Subscriptions and Maintenance invoices are issued immediately following ATP signature. Software (defined below) invoices are issued within seven (7) days of Delivery. "**Delivery**" and its derivatives mean shipment, provision of licenses or Client's receipt of unlock codes, as applicable. All invoices for shipped Software will reflect a shipping and handling charge of \$15.00.

Continued

- e. **Payments and Late Payments.** All invoices are due upon receipt and are non-refundable (except as set forth in Sections 8 and 9(b)(ii) below), regardless of any termination of this Agreement by Client or Blackbaud. All invoices shall be deemed final and binding unless Client notifies Blackbaud in writing of any alleged discrepancies no later than thirty (30) days from the date of such invoice. Blackbaud reserves the right to invoice Client the lesser of twelve percent (12%) annual interest or the highest interest rate allowable under applicable laws for any outstanding, undisputed (in good faith) invoice not paid within thirty (30) days after receipt.

4. Confidential Information.

- a. **Definitions. "Confidential Information"** means (i) any and all information which is disclosed by the Owner to the Recipient orally, electronically, visually, or in a written or other tangible form which is either (a) marked as "confidential" (or with a similar legend), or (b) is identified at the time of disclosure as being confidential, or (c) should be reasonably understood to be confidential or proprietary; and (ii) the terms, including without limitation, the pricing, of this Agreement, the ATP, any SOWs, and any proposals or other documents that preceded this Agreement. Confidential Information may include, but not be limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, financial information, confidential information concerning Owner's business or organization, as Owner has conducted it or as Owner may conduct it in the future. In addition, Confidential Information may include information concerning any of Owner's past, current, or possible future products or methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software). "Owner" means the Party providing Confidential Information to the Recipient. "Recipient" means the Party receiving Confidential Information from the Owner.
- b. **Ownership of Confidential Information.** The Recipient shall not obtain, by virtue of this Agreement, any rights, title, or interest in any Confidential Information of the Owner.
- c. **Treatment of Confidential Information.** The Recipient shall hold Owner's Confidential Information in strict confidence and the Recipient (i) shall not use Owner's Confidential Information for any purpose other than to carry out the purposes of this Agreement; and (ii) shall not disclose Owner's Confidential Information to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this Section and who have a justified business "need to know". Client shall protect the deliverables resulting from Services with the same degree of care as it uses to protect its own confidential and proprietary information, but in any case not less than reasonable care. This Agreement imposes no obligation upon the Parties with respect to Confidential Information which either Party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to any Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided notice is promptly given to the Owner and provided further that diligent efforts are undertaken to limit disclosure.
- d. **Confidentiality and Disclosure of Patient Information. Healthcare Clients Only:** Blackbaud does not expect to have access to individually identifiable health information as that term is used in the Health Insurance Portability and Accountability Act ("HIPA") in connection with licensing of Software or provision of related Services. Because Blackbaud does have many healthcare clients and may inadvertently receive HIPA, it is Blackbaud's policy that it will: (i) treat all Client Information in compliance with all applicable federal and state laws; and (ii) implement and use any and all reasonable means and appropriate safeguards to prevent the use or disclosure of HIPA and will notify Client promptly in the event of any unauthorized use or disclosure of HIPA.

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- e. **Confidentiality and Disclosure of Education Records.** Education Clients Only: Blackbaud does not expect to have access to confidential student education records as that term is used in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("Records") in connection with licensing of its Software or provision of related Services. Because Blackbaud does have many education clients and may inadvertently receive Records, it is Blackbaud's policy that it will: (i) treat all Client information in compliance with all applicable federal and state laws; and (ii) implement and use any and all reasonable means and appropriate safeguards to prevent the use or disclosure of Records and will notify Client promptly in the event of any unauthorized use or disclosure of Records.
- f. **Client Responsibilities.** Client acknowledges and agrees it shall use industry-accepted standards for encryption for any Confidential information it sends to Blackbaud; and Client further acknowledges and agrees that that it shall be responsible for its failure to use such industry-accepted standards for encryption.

5. License and Access.

a. Software License and Maintenance.

i. **License Grant.** Blackbaud grants to Client, and Client accepts, a License. "License" means a revocable, nontransferable, nonassignable, nonsublicensable, nonexclusive and perpetual (subject to Section 5(a)(ii) below) license to use one copy of the Software in machine readable, object code form only, and the applicable manuals and documentation that Blackbaud generally provides or makes available for Software and/or Subscriptions, as applicable ("Documentation"), solely for the furtherance of Client's tax-exempt mission. For purposes of this Agreement, the License extends both to the computer program Delivered by Blackbaud and updates provided by Blackbaud thereto pursuant to Client's continued enrollment in support and maintenance purchased by Client pursuant to an ATP ("Maintenance"), but also all applications created by or on behalf of Client utilizing the Application Programming Interface, Software Development Kit or Visual Basic for Application contained in the Software ("Blackbaud Tools"), if any. Client may only install and use the Software (i) on a computer network which meets the applicable specifications and (ii) in a manner that ensures that Client's simultaneous use of and access to the Software will be limited to the number of authorized users set forth in the applicable ATP. Client's use of the Software may not exceed the scope of the use provisions above without the express written agreement of Blackbaud and Client's payment of additional license fees.

ii. **Termination.** The License set forth in Section 5(a)(i) is effective in perpetuity unless terminated pursuant to this Section 5(a)(ii). Client may terminate such License at any time by providing written notice to Blackbaud. Blackbaud shall have the right to terminate such license by providing written notice to Client (i) upon Client's failure to pay when due any undisputed invoices issued pursuant to this Agreement, provided that Blackbaud has given Client at least five (5) days prior notice of Blackbaud's intention to terminate the License and Client fails pay the undisputed invoice during that five (5) day period; (ii) upon Client's breach of the terms set forth herein or (iii) if Blackbaud is unable, using commercially reasonable efforts, to obtain the right for Client to continue using the Software if the Software becomes the subject of an infringement claim for which Blackbaud is indemnifying Client pursuant to Article 9 below. In the event of any termination of such License, within fifteen (15) days of the effective date of termination Client shall return all copies of the Software to Blackbaud or certify in writing to Blackbaud that it has destroyed or erased all copies of the Software.

iii. **Termination and Renewals of Maintenance.** Unless earlier terminated, Maintenance shall renew for consecutive one (1) year terms following the initial term set forth on the ATP. Renewal fees for Maintenance are subject to an annual adjustment defined at the annual invoice period. Client may cancel Maintenance by providing written notice of termination to Blackbaud at least forty-five (45) days in advance of the expiration of the then-current term; provided however, that Client shall owe all fees for the renewal term if the cancellation notice is received by Blackbaud with less than forty-five (45) days remaining in the then-current term. No credit or refunds will be given for partial Maintenance periods. Cancellations will become effective as of the final day of the then-current term. Reinstatement of lapsed Maintenance requires full payment of fees that would have been due from the expiration of the last active term period through the reinstatement date.

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b. Subscriptions.

i. Subscription Access. Blackbaud grants to Client, and Client accepts, the nonassignable, nontransferable, nonsub licensable, and nonexclusive right to access the Subscription and use the Subscription and the applicable Documentation only as authorized in this Agreement, solely for the furtherance of Client's tax-exempt mission, during the Subscription term set forth on the ATP. The Subscription will not be provided to Client in CD-ROM form (or any other form of media) and will not be installed on any servers or other computer equipment owned or otherwise controlled by Client. During the Subscription term, Blackbaud shall provide Client with secure access to the latest supported version of the hosted Subscription, to be accessed and used by Client through the use of the Internet. If applicable, Blackbaud shall provide a single administrator user account for secure administrator access and provide this administrator user the necessary tools to create other users for access to the Subscription. Client agrees that it has elected to access the Blackbaud offering through a Subscription and that this Agreement confers no right to convert the Subscription to a License as described in Section 5(a).

ii. Termination and Renewal. Unless earlier terminated, Subscriptions shall renew for consecutive one (1) year terms following the initial term set forth on the ATP. Renewal fees for Subscriptions are subject to an annual adjustment defined at the annual invoice period. Client may cancel Subscriptions by providing written notice of termination to Blackbaud at least forty-five (45) days in advance of the expiration of the then-current term; provided however, that Client shall owe all fees for the renewal term if the cancellation notice is received by Blackbaud with less than forty-five (45) days remaining in the then-current term. No credit or refunds will be given for partial Subscription periods. Cancellations will become effective as of the final day of the then-current term. Reinstatement of lapsed Subscriptions requires full payment of fees that would have been due from the expiration of the last active term period through the reinstatement date.

c. Copyright. The Software and/or Subscription contains trade secret and proprietary information owned by Blackbaud or its third party licensors and is protected by United States copyright laws and international trade provisions. Client shall treat the Software or Subscription like any other copyrighted material and, except solely for copies as may be required by Client for backup or archival purposes, Client may not disclose, copy, transfer or transmit the Software, Subscription or the Documentation, electronically or otherwise, for any purpose. All permitted copies of the Software, Subscription and/or the Documentation must include Blackbaud's copyright and other proprietary notices. Client agrees that the Software, Subscriptions and Documentation are proprietary products and that all right, title, and interest in and to the Software, Subscriptions and Documentation, including all associated intellectual property rights, are and shall at all times remain with Blackbaud and its third party licensors. Client may not sublicense, assign, transfer, sell, rent, lend or lease the Software, Subscriptions or Documentation, or any portions thereof, and any attempt to do so is null and void. Client may not reverse engineer, disassemble, decompile or make any attempt to ascertain, derive, or obtain the source code for the Software or Subscription.

d. System Requirements. All Software and Subscriptions may only be used and/or accessed from Client's computer systems that meet the Blackbaud system requirements published at <http://www.blackbaud.com/support/support.aspx>, which Client acknowledges it has reviewed.

e. Modifications. Other than applications made by or on behalf of Client using the Blackbaud Tools and within the scope of the License under Section 5(a) and the access grant in 5(b), any modifications that Client makes to the Software or Subscriptions, including any modifications to any third party licensor software included with or embedded in the Software or Subscriptions, will void any warranty obligations set forth in this Agreement as well as any Maintenance. Blackbaud will not be liable, in any respect, for any such modifications or any errors or damages resulting from such modifications.

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- f. **Suspension.** Blackbaud may suspend access to Subscriptions and/or the provision of Services, as applicable, upon written notice to Client (i) in response to Client's failure to pay when due any undisputed invoices issued pursuant to this Agreement, provided that Blackbaud has given Client at least five (5) days prior notice of Blackbaud's intention to suspend the Subscription and/or Services and Client fails pay the undisputed invoice during that five (5) day period; or (ii) in response to any violation by Client of the acceptable use policy posted at: <http://internet.blackbaud.com/eua/aupolicy> ("AUP"). Blackbaud will lift any payment-related suspension when Client pays the undisputed invoice on which the suspension is based. When exercising its right to suspend the Subscription or Services for a breach of the AUP, Blackbaud will respond in a manner proportionate to the severity of the violation (for example: when a single user has breached the AUP, by suspending the Subscription access or provision of Services to the user rather than suspending all users, Subscriptions and/or Services). With respect to any suspension, Blackbaud and Client agree to work together in good faith to address the violation in a reasonable manner, prevent similar violations in the future and reinstate the suspended Subscription and/or Services as quickly as possible.

6. Blackbaud Payment Services (where applicable).

Client acknowledges and agrees that it will only use Blackbaud's offerings for the storage and transmission of credit card data and information ("Blackbaud Payment Services") to process online financial transactions on its Client's behalf through the use of the Software ("Transactions"). Client's selection of a Blackbaud Payment Services option shall be designated on the applicable ATP. Client's storage and processing of credit cards and bank cards shall be subject to the then-current version of the Blackbaud Payment Services Addendum set forth at: <http://www.blackbaud.com/files/bbms/bbpcstc.pdf>, which Client acknowledges it has reviewed and accepts.

7. Security.

Blackbaud will use commercially reasonable efforts to maintain database security on Transactions and records belonging to Client that contain Confidential Information. Blackbaud uses industry standard encryption technologies for transmitting and storing potentially sensitive information. Blackbaud also employs industry standard network security techniques including firewalls, intrusion detection, and authentication protocols. Blackbaud reserves the right, in its sole discretion, to change or modify these procedures at any time, but at all times will maintain commercially reasonable database security. Client shall take all commercially reasonable security precautions to prevent unauthorized or fraudulent use of the Software or Services by Client, Client's employees, agents or any other third parties.

8. Indemnity. Patent and Copyright Indemnity.

Blackbaud shall indemnify and defend Client against any third party claims that the Software, Subscription or Services as Delivered or made available to Client infringe any United States or Canadian patent or copyright owned by such third party, provided that Blackbaud is given prompt notice of such claim and is given information, reasonable assistance, and the sole authority to defend or settle said claim. Blackbaud shall, in its reasonable judgment and at its option and expense: (i) obtain for Client the right to continue using the Software, Subscription or Services; (ii) replace or modify the Software, Subscription or Services so that it becomes non-infringing while giving equivalent performance; or (iii) if Blackbaud cannot obtain the remedies in (i) or (ii), as its sole obligation, terminate (x) the License for the infringing Software, (y) the access to the infringing Subscription or (z) the infringing Services, and refund any pre-paid professional Services fees related to such Software, Subscription or Services, which will be depreciated over a three (3) year term if refunded. Blackbaud shall have no liability to indemnify and defend Client to the extent (i) the alleged infringement is based on infringing information, data, software, applications, services, or programs created or furnished by or on behalf of Client (ii) the alleged infringement is the result of a modification made by anyone other than Blackbaud; or (iii) Client uses the Software, Subscription or Services other than in accordance with this Agreement, any Documentation or any delivered documentation under an SOW(s).

9. Representations, Warranties, and Disclaimer.

- a. **Mutual Representations and Warranties.** Each Party represents and warrants that: (i) it has the right and power to enter into this Agreement, (ii) an authorized representative has accepted this Agreement, and (iii) it will comply with all applicable laws and regulations pertaining to this Agreement.

Continued

b. Blackbaud Warranties.

i. Services. Blackbaud warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards.

ii. Software. For thirty (30) days from Client's receipt of Software (the "**Warranty Period**"), Blackbaud warrants that the media on which the Software is distributed will be free from defects in materials and workmanship and that the Software will perform substantially in accordance with the functional specifications contained in the Documentation. Any written or oral information or representations provided by Blackbaud agents, employees, resellers, consultants or service providers with respect to the use or operation of the Software will in no way increase the scope of this warranty. If during the Warranty Period the Software fails to comply with the warranty set forth above, Blackbaud's entire liability and Client's exclusive remedy will be either a) repair or replacement of the Software, or if in Blackbaud's opinion such repair or replacement is not possible, then b) a full refund of the price paid for the Software. The foregoing remedies apply only if Client returns all copies of the Software to Blackbaud within 30 days of receipt by Client. This limited warranty is void if failure of the Software has resulted from accident, abuse, misuse or negligence of any kind in the use, handling or operation of the Software, including any use not consistent with the Documentation or Training.

c. Disclaimer. Blackbaud and its suppliers exercise no control whatsoever over the content of the information passing through their systems. BLACKBAUD EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW, AND FURTHER BLACKBAUD EXPRESSLY EXCLUDES ANY WARRANTY OF NON-INFRINGEMENT (EXCEPT AS SPECIFICALLY PROVIDED), TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW.

10. Limitation of Liability.

EXCEPT FOR THE INDEMNIFICATION PROVIDED IN ARTICLE 8, BLACKBAUD'S MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT OR CONTRACT, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CLIENT FOR THE SOFTWARE OR SERVICES FROM WHICH THE CLAIM AROSE DURING THE SIX (6) MONTHS PRECEDING THE CLAIM. IN NO EVENT SHALL BLACKBAUD BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFITS, HOWEVER ARISING, EVEN IF BLACKBAUD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.

11. Work Product.

All expressions and results of the Services, and/or the work, findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, tools, applications, interfaces, enhancements, Subscriptions, Software, other technical information, and all derivatives of the foregoing created in connection with this Agreement ("Work Product") are the property of Blackbaud and is licensed to Client, pursuant to the License, provided, however, to the extent such Work Product provided to Client by Blackbaud contains Client's Confidential Information, Client shall retain title to such Confidential Information. Client shall have no right to sublicense, transfer, assign, convey or permit any third party to use or copy any Work Product.

12. Independent Contractor Status.

Blackbaud performs its obligations under this Agreement as an independent contractor, not as an employee of Client. Nothing in this Agreement is intended to construe the existence of a partnership, joint venture, or agency relationship between Client and Blackbaud.

13. Notice.

All notices or other communications referenced under this Agreement shall be made in writing and, in the case of Blackbaud, sent to the address designated above, or in the case of Client, sent to the address set forth on the ATP, or as designated from time to time in writing by the Parties. All notices shall be deemed given to the other Party if delivered receipt confirmed using one of the following methods: registered or certified first class mail, postage prepaid; recognized courier delivery; electronic mail, or, if to Blackbaud facsimile at 843-216-8100.

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14. Force Majeure.

Neither Party shall be liable for any failure to perform its obligations under this Agreement or any SOW(s) if prevented from doing so by a cause or causes beyond its control.

15. Dispute Resolution.

Any disputes or claims under this Agreement or its breach shall be submitted to and resolved exclusively by arbitration conducted in accordance with American Arbitration Association rules. One arbitrator appointed under such rules shall conduct arbitration. Arbitration shall be in Charleston, S.C., and the laws of South Carolina shall be applied. Any decision in arbitration shall be final and binding upon the Parties. Judgment may be entered thereon in any court of competent jurisdiction. Notwithstanding the above, Blackbaud may sue in any court for infringement of its proprietary or intellectual property rights or to seek any injunctive relief. This Agreement shall be governed by the laws of the State of South Carolina, excluding choice of law principles.

16. Professional Fundraising Counsel.

Client acknowledges that Blackbaud is not providing fundraising counsel or any other direct or indirect fundraising services, nor manage Client's fundraising activities, campaigns or events; however, Client or other parties may use Blackbaud's software to facilitate such activity. Client further acknowledges that it shall not include Blackbaud in any list of professional fundraisers, solicitors, or fundraising counsel submitted to any federal, state, or local agency.

17. Default and Termination.

Either Party may terminate this Agreement if the other Party materially defaults in performing any of its obligations under this Agreement and the default remains uncured for at least thirty (30) days following receipt of written notice from the nondefaulting Party. Upon written notice from either Party, this Agreement shall also terminate upon any of the following events: (i) the institution of receivership or bankruptcy proceedings against or by a Party, which has not been dismissed within 60 days; (ii) the making of an assignment for the benefit of creditors by a Party, or (iii) the dissolution of a Party. If this Agreement is terminated for any such reason, Client shall nonetheless be obligated to pay Blackbaud upon such termination any and all accrued and unpaid fees and expenses due and payable to Blackbaud as of the date of termination.

18. Mutual Publicity.

Either Party may (i) create a hyperlink from its website to the other Party's website, (ii) display its name, logo and other identifying information or image on the other Party's website, and (iii) reasonably use the other Party's name in its marketing materials; provided, however, that Client may only (i) identify Blackbaud as its commercial online marketing infrastructure provider or any other term acceptable to Blackbaud, and (ii) use Blackbaud's name in publicity it employs to market its mission, programs, and service, during the period of time in which Blackbaud is the exclusive online marketing infrastructure provider for Client. Blackbaud may (i) identify Client as its client, (ii) use Client's name, logo and other identifying information or images in connection with emails, communications, and proposals to other prospective clients or present or potential donors, and (iii) disclose the terms of this Agreement as may be required by law. All such marketing and promotional efforts shall be in good taste, shall not be disparaging, and shall uphold the professional standards and goodwill associated with the other Party.

19. General.

Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy. No failure or delay in enforcing any term, exercising any option, or requiring performance shall be binding or construed as a waiver unless agreed to in writing by a duly authorized representative of each Party. If any provision of this Agreement is held to be unenforceable, the other provisions shall nevertheless remain in full force and effect. No purchase order or other ordering document that purports to modify or supplement the printed text of this Agreement or any attached or referenced document shall add to or vary the terms of this Agreement. All proposed modifications, variations, edits, or additions (whether submitted by Blackbaud or Client) to this Agreement, ATP(s) and/or SOW(s) are objected to and deemed material unless otherwise mutually agreed to in writing. Client shall not contract for services related to the Services with any current or former Blackbaud employees or subcontractors for a period of six (6) months from the date their agreement or employment relationship with Blackbaud terminated. Any provision of this Agreement that contemplates performance or observance subsequent to termination of the Agreement, regardless of the date, cause or manner of such termination, shall survive such termination and shall continue in full force and effect.

The Parties hereby agree to all of the above terms and have accepted this Agreement by the signing of the ATP by a duly authorized officer or officer representative.

blackbaud

The Raiser's Edge

Nonprofit organizations depend on charitable donations to fund programs. They also often depend on the time given of their volunteers to sustain their operations and programs. So when nonprofit professionals are cultivating relationships, getting the details right really matters. While a fundraiser, or a volunteer coordinator, might manage hundreds of potential supporters, each prospect needs to be treated as a unique individual.

That is where technology comes into play. The Raiser's Edge - Blackbaud's supporter management system—helps nonprofits manage those relationships that are crucial to the success of their mission. In addition to tracking all the details associated with building a relationship with a supporter, The Raiser's Edge provides nonprofit professionals with the tools they need to track and report their success. The Raiser's Edge was designed based on direct feedback from end users to meet the specific, often complex needs of a wide variety of nonprofits.

The Raiser's Edge is used by more than 15,000 organizations around the world for six key reasons:

- Ability to comprehensively manage supporter management operations
- Ease of use
- Sophisticated features
- Functionality for unique needs
- Customization capabilities
- Extension of fundraising efforts to the Internet

Below is a summary of the key capabilities of The Raiser's Edge, as well as details on other advanced features in the system.

1.1.1 Ability to Comprehensively Manage Fundraising Operations

The Raiser's Edge is the most complete fundraising solution available today, providing everything nonprofits need to operate a development office and secure funds to help fulfill their missions. The Raiser's Edge allows nonprofits to track, process, and analyze all types of information related to running a nonprofit. From donors to volunteers and events to campaigns, the system puts information at the nonprofit professional's fingertips.

More than just a database, The Raiser's Edge enables nonprofits to better communicate with their supporters and to make better decisions through segmentation, analysis, and powerful reporting capabilities.

Capabilities in The Raiser's Edge	Functional Details
Relationship and Affiliation Management	<ul style="list-style-type: none">• Access extensive biographical and demographic information for any individual or organization• View complete employment history and educational background• See all of the relationships and affiliations donors may have• Use the contact management features to track the activity involved with soliciting major gifts from identification to solicitation• Create personalized acknowledgments, appeal letters, and emails and automatically track when they have been sent

Capabilities in The Raiser's Edge	Functional Details
Ability to record and track gifts and pledges	<ul style="list-style-type: none"> Record detailed information for all types of gifts and pledges Allocate gifts and pledges to multiple campaigns, funds and appeals Account for matching gifts and shared recognition through soft credits Automatically process credit cards and direct debits, offering the most convenient giving methods to donors
Ability to report on the success and cost of any kind of campaign, fund, or appeal	<ul style="list-style-type: none"> Create a fundraising hierarchy to report on the success and cost of any kind of campaign, fund, or appeal Easily find trends in giving and analyze data to make knowledgeable decisions about development efforts
Ability to gain instant access to more than 130 flexible, pre-formatted reports	<ul style="list-style-type: none"> Gain instant access to more than 130 flexible, pre-formatted reports Configure dashboards to receive up-to-the-minute analysis of fundraising performance

1.1.2 Ease of Use

Nonprofits need to use every resource as effectively and efficiently as possible. The Raiser's Edge helps nonprofit professionals make the most of their time by providing an easy-to-learn and easy-to-use solution. One-click functions, automatic integration with Microsoft Office, bidirectional synchronization with Microsoft Outlook for contact and email management, and flexible customization options ensure the highest level of efficiency and effectiveness possible.

Capabilities in The Raiser's Edge	Functional Details
Ability to serve as a central working space with links to most commonly processed reports, files, functions, and records	<ul style="list-style-type: none"> The homepage serves as a central working space with links to most commonly processed reports, files, functions, and records Screens use the best of Windows and web technology so users can quickly accomplish tasks Data is arranged in a tabular format providing easy access
Ability to quickly enter gifts into customizable spreadsheet-style batches	<ul style="list-style-type: none"> Quickly enter gifts into customizable spreadsheet-style batches Print a scannable bar code on appeal cards, pledge reminders, membership renewals, and phonathon forms to expedite data entry when they are returned Use defaults and hide auto-completed fields to make sure that the fewest number of steps are needed to enter data
Ability to create a personalized letter from a constituent record with the click of a button	<ul style="list-style-type: none"> Create a personalized letter from a constituent record with the click of a button Process bulk mailings with a straightforward merge setup Manage multiple conditional mail merges with convenient wizards
Ability to use one of the many pre-formatted custom views as a template	<ul style="list-style-type: none"> Use one of the many pre-formatted custom views as a template Drag and drop functionality to include information in the view Create an unlimited number of views to meet specific needs, such as a view for staff members who only need to see specific pieces of constituent data

1.1.3 Functionality for Unique Business Needs

The nonprofit community is rich and diverse. Although many nonprofits have similar fundraising needs, others require special functionality to handle aspects of their organization that are unique. For example, some nonprofits rely on volunteers. Others offer special events. And still others have members or alumni. In order to meet their unique needs without incorporating features into the system that are unnecessary for others, **The Raiser's Edge** offers a series of specialized features which allow nonprofits with specific needs to extend the system based on the mission of their organization.

Capabilities in The Raiser's Edge	Functional Details
Volunteer Management (CRM)	<ul style="list-style-type: none"> Track volunteer jobs and their assignments to make sure you meet capacity Easily access important information such as medical needs and emergency contacts Recognize volunteers appropriately by using awards
Accounting and Financial Reporting (ERP)	<ul style="list-style-type: none"> Accept recurring gifts Process credit card donations and other transactions
Event Management (CRM)	<ul style="list-style-type: none"> Track budgets, expenses and revenues to determine special-event success Maintain comprehensive vendor and participant information Pull off a successful event by tracking every detail

1.1.4 Customization Capabilities

Every nonprofit is unique. **The Raiser's Edge** provides customization tools that allow nonprofits to enhance the system to specifically meet individual needs.

Capabilities in The Raiser's Edge	Functional Details
Workflow Automation (CRM)	<ul style="list-style-type: none"> Create business rules to mirror policies and procedures without jeopardizing data integrity Increase productivity and streamline operations by automating functions with The Raiser's Edge Link to external applications to eliminate duplicate data entry
Application Integration (ERP)	<ul style="list-style-type: none"> Customize the interface between The Raiser's Edge and The Financial Edge without threat to upgrade paths or data integrity Create customized data-entry screens to increase efficiency Develop specialized features with secure, industry-standard customization tools

1.1.5 Scheduling Automation and Action Tracks

The Raiser's Edge provides Action tracks as a means of scheduling and coordinating a predefined set or series of actions to a constituent or an event. Users add actions on the Actions tab of individual records. For example, new prospects may receive a phone call, a newsletter and a "Hello" letter. The phone call and the newsletter go out on the same day, and then the "Hello" letter goes out about two weeks later. **The Raiser's**

Edge helps to automate this process by scheduling each action, sending a reminder to the appropriate solicitor through integration with Microsoft Outlook and recording the actions on the Action tab of the individual record. Moreover, solicitors can track information about each action through a notes feature on the Action tab. Users can then query and report on actions and the action history of prospects and donors.

1.1.6 Remote Access

Remote users of **The Raiser's Edge** - such as traveling development officers or staff at remote offices—can access the database through either Microsoft Terminal Services or Blackbaud's thin-client product for web access, **RE:Anywhere**.

1.1.7 Recurring Gift Management

The Raiser's Edge is the first and only fundraising system with the capability to manage recurring gifts from end-to-end, from acquisition and entry through gift upgrade and major gift cultivation. It is designed to help nonprofit organizations of all types, sizes and technological sophistication achieve success in recurring gift programs by making implementation easy and providing the tools necessary to evaluate success. **The Raiser's Edge** provides a safe and secure giving method for donors, and it automates many time-consuming back office tasks, saving time and eliminating the risk of manual data entry mistakes. **The Raiser's Edge** can help capitalize on existing programs through more efficient process and more comprehensive reporting on recurring gift programs.

1.1.8 Standard Reports in The Raiser's Edge

The Raiser's Edge includes more than 130 standard reports. Each report can be customized and saved as a unique copy for future use. Reports are broken into categories including financial, analytical, action, demographical and statistical, membership, pledge, profile, custom, etc. Parameters, filters and queries allow the report to be tailored to the user's specific needs. Standard reports are created using Crystal Reports.

In addition, **The Raiser's Edge** has Dashboards (high level reports), exports (the ability to group and export data for use with third-party software), queries, and pivot tables, which enhance the standard reporting capabilities and provide flexibility in data extraction. Additionally, users of **The Raiser's Edge** can employ third-party reporting tools, such as Crystal Reports, to create more complex reports. For high-speed, in-depth analysis beyond static reports, Blackbaud's **Business Intelligence Platform** provides interactive reporting tools that connect data from multiple sources across an organization.

Standard reports and report categories in **The Raiser's Edge** are listed below.

Report Category	Standard Raiser's Edge Reports
Action Reports	Action Detail Report Action Summary Report Tickler Report
Analytical Reports	Actual vs. Target Report Alumni Class Analysis (Detail) Alumni Class Analysis (Summary) Appeals Analysis (Detail) Appeals Analysis (Summary) Comparative Report Consecutive Years Report Donor Category Report (Detail)

Report Category	Standard Raiser's Edge Reports
	Donor Category Report (Summary) First/Greatest/Latest Gift Report LYBUNT Report New Donors Report Non-Contributors Report Parent Class Analysis (Detail) Parent Class Analysis (Summary) Solicitor Comparison Report Solicitor Goal Summary Solicitor Performance Analysis (Detail) Solicitor Performance Analysis (Summary) SYBUNT Report Top Donors Report VSE Survey Report
Campaigns, Fundraising, and Appeals Reports	Appeal Comparison Summary Appeal Cost Breakdown Appeal Detail Report Appeal Goal Summary Appeal Performance Analysis Appeal Summary List Campaign Comparison Summary Campaign Detail Report Campaign Goal Summary Campaign Performance Analysis Campaign Progress Report Campaign Summary List Fund Comparison Summary Fund Detail Report Fund Goal Summary Fund Performance Analysis Fund Summary List
Comparisons and Summaries Reports	Comparisons and Summaries (Summary) Comparisons and Summaries (Comparison) Statistical Report Tallies
Event Management Reports	Dinner Preferences Event Expense Report Event Income Report (Detail) Event Income Report (Summary) Event Lists Event Summary Report Lodging Information Registration Fees Due Report (Detail) Registration Fees Due Report (Summary) Seating Arrangements Sporting Event Roster

Report Category	Standard Raiser's Edge Reports
Financial Reports	Account Distribution Adjusted Gift Report Annual Statement Report Cash Receipts Journal (Detail) Cash Receipts Journal (Summary) Constituent Giving History EFT Participation Report General Ledger Audit Report Gift Detail Report Gift Summary Report Gift Entry Validation Gifts-In-Kind Report Matching Gift Report (Detail) Matching Gift Report (Summary) Other Gifts Report Stock Gain/Loss Report
Membership Reports	Comparative Membership Statistics Dropped Member Report Expired Membership Report Joint Member/Card List Report Lapsed Member Report Membership Dues Report (Detail) Membership Dues Report (Summary) Membership Given By Report Membership List/Directory Membership Statistics by Category Month/Year Statistical Analysis New Member Report Rejoin Report Renewal Projection Report Renewal Report
Budget Reports	Activity Report Campaign Report (Detail) Campaign Report (Summary) Cash Flow Report (Detail) Cash Flow Report (Summary) Journal (Detail) Journal (Summary) Not Paid Report Past Due Report (Detail) Past Due Report (Summary) Pledge Status Report (Detail) Pledge Status Report (Summary) Written-Off Report (Detail) Written-Off Report (Summary)
Special Lists and Records	Alumni Class List

Report Category	Standard Raiser's Edge Reports
	Appeal Profile Blackbaud Analytics Scores List Campaign Profile Constituent Directory Constituent Profile Event Profile Fund Profile Grandparent Directory Honor/Memorial Profile Individual Profile Membership Category Profile Organization Profile Parent Directory Professional Directory
Proposals and Proposals Reports	Outstanding Proposal Report Proposal Analysis Report Proposal Follow-Up Report Proposal Pipeline Summary
Honor Reports	Honor/Memorial Contributors List Honor/Memorial Directory Honor/Memorial Gift Report Honor/Memorial Summary List
Volunteer Reports	Courses and Training Report Future Awards Report Job Assignment Summary Time Sheet Report Volunteer Awards Report Volunteer Job Assignment Schedule Volunteer Match List Volunteer Skills and Experience Volunteer Summary

1.1.9 Advanced Reporting and Analysis

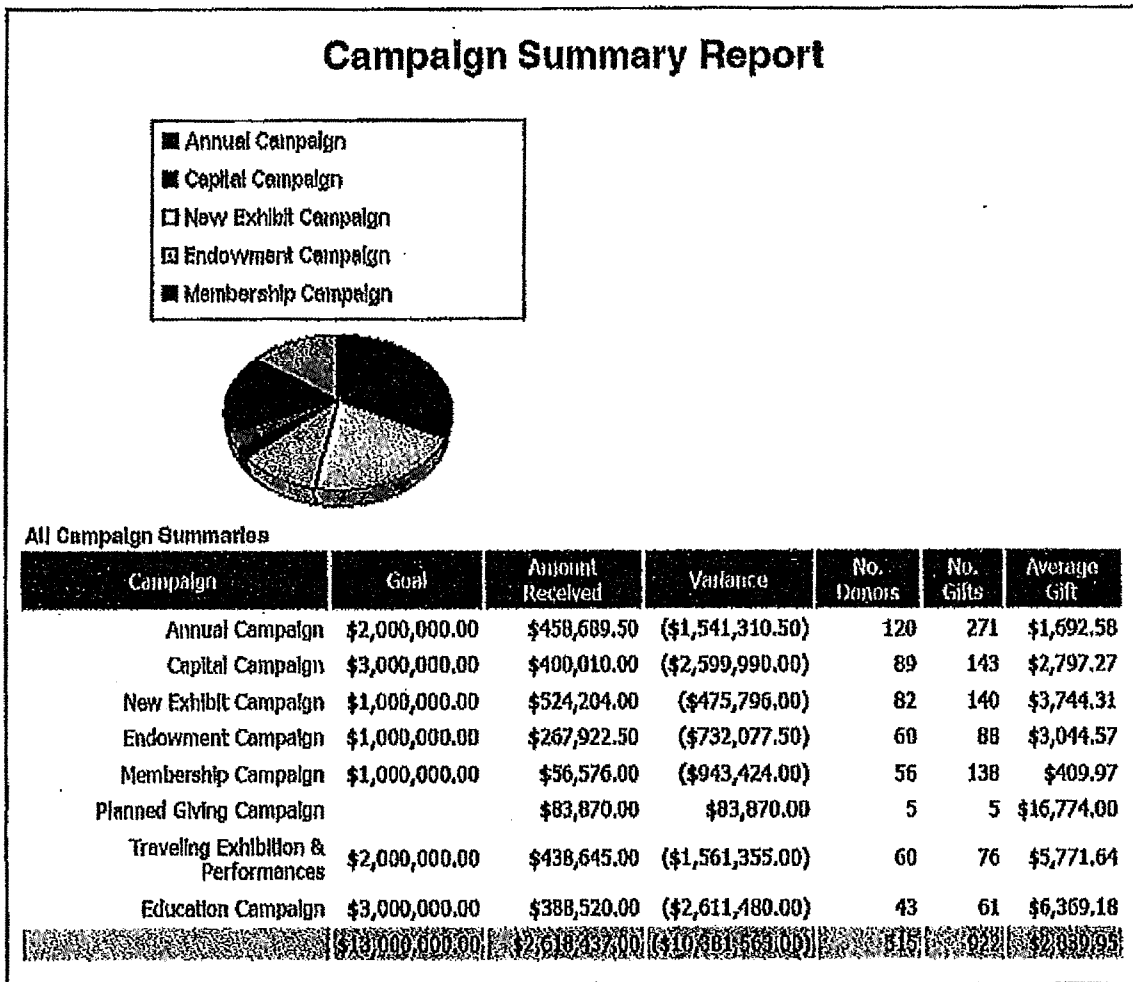
In addition, **The Raiser's Edge** has dashboards (real-time high level reports), exports (the ability to group and export data for use with third-party software), queries and pivot tables, which enhance the standard reporting capabilities and provide flexibility in data extraction. Users of **The Raiser's Edge** can also employ third-party reporting tools, such as Crystal Reports, to create custom reports, which can be housed inside **The Raiser's Edge**. Together, these features empower end users at all levels of an organization.

1.1.10 Sample Reports

The Raiser's Edge includes more than 130 standard reports. Each report can be customized and saved as a unique copy for future use. Reports are broken into categories including financial, analytical, action, demographical and statistical, membership, pledge, profile, custom, etc. Parameters, filters and queries allow the report to be tailored to the user's specific needs. Standard reports are created using Crystal Reports. Below we have included samples of some of the standard reports offered.

1.1.10.1 Campaign Summary Report

This report gives a summary view of campaign performance. At a quick glance, it can help determine which campaigns required more attention and which have done well. By listing the goal and income for a campaign, this report provides important information about campaigns in a compact format.



1.1.10.2 Donor Category Report

This report allows you to configure category levels in the system, in order to create lists of donors based on certain categories. This report can be generated with on-click and refreshes to provide up-to-date information on your donor categories over either a specified period of time or the lifetime of the giving. The Donor Category Report can be easily exported to paste into eNewsletters or publications.

Donor Category Report

Constituent Name

Richard J. Jefferson

Marie McFarland

Leslie McNally

Otto G. Montgomery

6 Friends

Supporters - (\$25.00 +)

Kathleen R. Bently

George D. Finley

Jeffrey B. Goodson

Dale Green

Patrick Hodges

Claudia L. Ivery

Bebe D. Kemp

William A. Quinn

Ginger Rosenberg

Stephanie G. Smith

Laurie Tarasiewicz

Andrea L. Tidwell

Nicholas Vincent

13 Supporters

Alan C. Hayes

A Total of 50 Constituent(s) Listed

1.1.10.3 Event Summary Report

This report provides a view of your event activity including income, expenses, participation, and registration to quickly determine the net income. It can also provide an at-a-glance view of information on all of your events or single events, including graphs and tables for presentations.

Event Summary Report										Page 1
Event	Campaign	Start Date	Capacity	Invited	Registered	Attended	Total Income	Total Expenses	Net	
35mm Photography Section B (0	0	0	0	\$0.00	\$0.00	\$0.00	
Alta Tennis Tournament (TENNIS		6/1/2002	50	300	4	5	\$300.00	\$1,500.00	(\$1,200.00)	
Arts Conference (2)	Annual Campaign		250	300	1	0	\$0.00	\$399.00	(\$399.00)	
Children's Art Workshop (ARTCH	Annual Campaign	12/1/2003	50	100	4	0	\$16,300.00	\$0.00	\$16,300.00	
Dance Workshop (DANCECMM		12/6/2003	50	100	23	0	\$13,095.00	\$850.00	\$12,195.00	
Drawing and Painting Studio (5)		8/31/2006	0	0	0	0	\$0.00	\$0.00	\$0.00	
Golf Tournament - 2001 (GOLF9	Capital Campaign	5/6/2006	120	300	30	31	\$3,350.00	\$5,100.00	(\$1,750.00)	
Intro to Book Arts (4)	Annual Campaign	8/26/2006	0	0	1	0	\$0.00	\$350.00	(\$350.00)	
Pasta Dinner (Pre-Wed) (PASTA		7/30/2004	2,500	4,000	6	1	\$500.00	\$7,384.00	(\$6,884.00)	
Spring Auction (AUCTION)		4/5/2007	200	375	2	0	\$0.00	\$765.85	(\$765.85)	
Spring Ball (BALL)		4/5/2003	1,000	0	29	0	\$17,490.00	\$4,350.00	\$13,140.00	
Spring Gala (GB)	Annual Campaign		250	325	18	0	\$525.00	\$2,104.00	(\$1,579.00)	
Stained Glass (5)		8/31/2006	35	0	0	0	\$0.00	\$0.00	\$0.00	
Starlight Concert (STAR)		8/26/2000	1,500	0	20	39	\$700.00	\$1,000.00	(\$300.00)	
Volunteer Dinner - 2001 (VOLDI		12/15/2001	50	50	15	16	\$100.00	\$1,898.56	(\$1,798.56)	
Walk-A-Thon (WALK)		7/31/2004	500	1,000	5	0	\$23,095.00	\$18,586.34	\$4,508.66	
16 event(s) listed							Total:	\$76,105.00	\$44,837.76	\$31,267.24

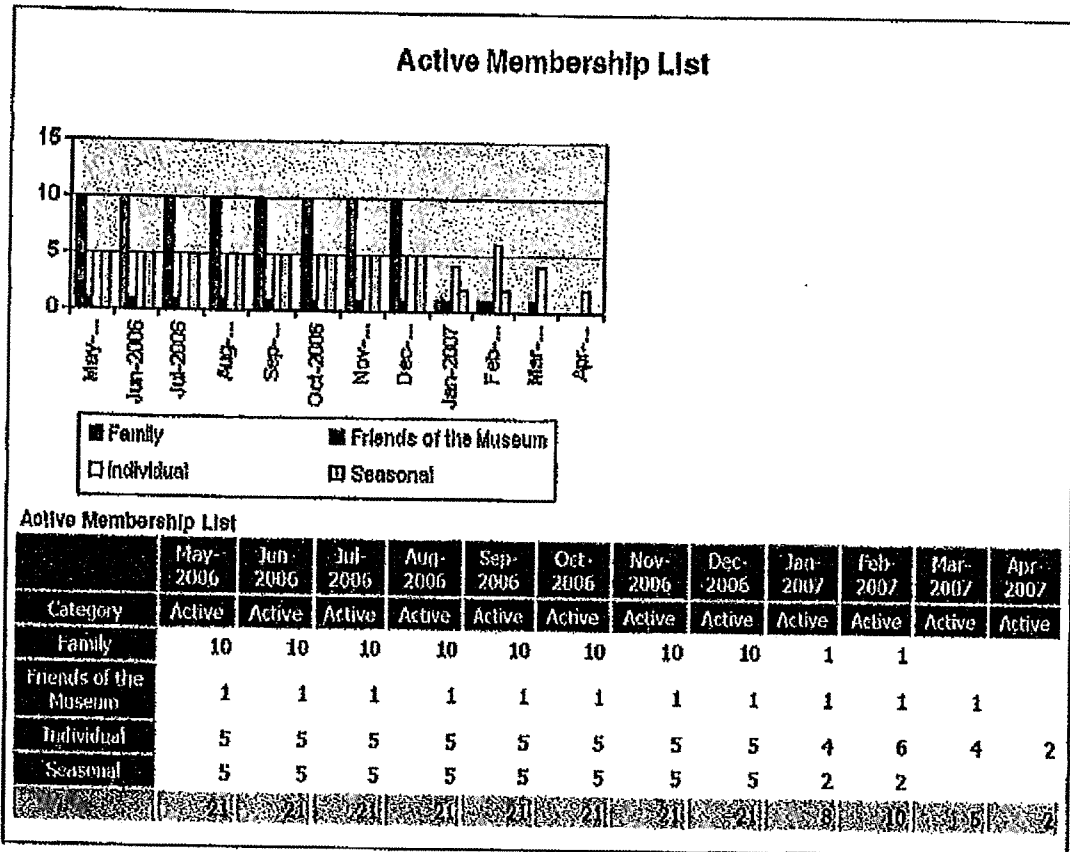
4.1.10.4 LYBUNT Report

The LYBUNT report provides a quick view of people who gave last year, but not yet in the current year allowing you to quickly create lists and queries for mailing and phone-a-thons. This report generates the last gift date and amount.

LYBUNTS			Page 1
Constituent Name	Last Gift Date	Total Given Last Yr	
Frances E. Baker [REDACTED]	\$1,000.00 2/1/2006	\$1,000.00	
Jason D. Carrbell [REDACTED]	\$50.00 1/6/2006	\$100.00	
Graphic Images, Inc.	\$50.00 7/24/2006	\$50.00	
Jefferson Elementary	\$50.00 4/4/2006	\$50.00	
Audrey I. Lorenz [REDACTED]	\$25.00 2/3/2006	\$50.00	
Kyle M. Rhodes [REDACTED]	\$250.00 2/3/2006	\$500.00	
Rivers Middle School	\$50.00 6/8/2006	\$100.00	
Christopher T. Young [REDACTED]	\$25.00 2/3/2006	\$50.00	
GRAND TOTALS:		\$1,500.00	\$1,900.00
A Total of 8 Constituent(s) Listed			

1.1.10.5 Active Membership List

This report provides information on new members, rejoins, renews, upgrades, and lapsed members to give the development office a quick view of current membership activity. A graph and table are provided so that when presenting the information to non-development workers, it is easy to understand and read. The Active Membership List report gives concise, accurate, and up-to-date data on all membership activity in the system.



Active Membership List

	May-2006	Jun-2006	Jul-2006	Aug-2006	Sep-2006	Oct-2006	Nov-2006	Dec-2006	Jan-2007	Feb-2007	Mar-2007	Apr-2007
Category	Active	Active	Active	Active	Active	Active	Active	Active	Active	Active	Active	Active
Family	10	10	10	10	10	10	10	10	1	1		
Friends of the Museum	1	1	1	1	1	1	1	1	1	1	1	
Individual	5	5	5	5	5	5	5	5	4	6	4	2
Seasonal	5	5	5	5	5	5	5	5	2	2		
	21	21	21	21	21	21	21	21	8	10	8	6